



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation	810	Proc./Various Regions	referred to as STATE and the following:
Agency Name	Agency Code	Division	
CONTRACTOR	Broken Arrow Inc.		LEGAL STATUS OF CONTRACTOR
	Name		Sole Proprietor
	P O Box 580		Non-Profit Corporation
	Address		<input checked="" type="checkbox"/> For-Profit Corporation
Tooele	UT	84074	Partnership
City	State	Zip Code	Government Agency
Jaren Bunn	(435)	882-3942	
Contact Person	Phone Number		
870302821	77545770308, 77545770309, 77545770310, 77545770311		
Federal ID#	29374F-B	Commodity Code(s)	
	Vendor Number		

2. CONTRACT TYPE AND PURPOSE:

This is a requirements contract to provide the State with various types of road salt. A performance bond in the amount of \$229,437.18 is required.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RF6002,
Requisition # 810 66000000008, FY 2005.
4. CONTRACT PERIOD: Effective date 15 - Sept. - 2005. Termination date 14 - Sept. - 2006, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) 1-one year renewal.
5. CONTRACT COSTS: This is a requirements contract. See Attachment C for pricing.
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Scope of Work.
ATTACHMENT C: Itemized Price List.
ATTACHMENT D: Special Terms and Conditions.
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RF6002 dated 03-Aug.2005.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR
SEE ATTACHED

Contractor's Signature
JARED S BUNN

Contractor's Name
SENIOR VICE PRESIDENT

Title

STATE OF UTAH

David K. Miles, Operations Engineer

CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE

Director, Division of Finance

OCT 05 2005
OCT - 7 2005

Debra Boulton	(801) 965-4070	(801) 965-4073	dboulton@utah.gov
Agency Contact Person	Phone Number	Fax Number	Email Address

REC'D OCT 17 2005

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to Bid



Solicitation Number: RF6002

Due Date: 08/03/05 @ 2:00 P.M.

Date Sent: July 7, 2005

Agency Contract

Goods and services to be

ROAD SALT

Must complete

Company Name Broken Arrow, Inc		Federal Tax Identification Number 87 - 0302821	
Ordering Address 8960 N. Hwy 40	City Lakepoint	State UT	Zip Code 84074
Remittance Address (if different from ordering address) P.O. Box 580	City Tooele	State UT	Zip Code 84074
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person Jared S. Bunn		
Telephone Number (include area code) 435 882-3942	Fax Number (include area code) 435 882-6911		
Company's Internet Web Address Brokenarrowusa.com	Email Address jbunn@brokenarrowusa.com		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, terms and conditions and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes x No _____. If no, enter where produced, etc. _____

Offeror's Authorized Representative's Signature 	Date July 29, 2005
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3. Gradation: Meets the following gradation using ASTM C136:

<u>Sieve Size</u>	<u>Percent Passing</u>
1/2"	100
3/8"	90-100
# 4	75-100
# 8	40-80
# 16	15-45
# 50	0-10

4. Chemical Constituents:

- a. Do not supply products containing constituents exceeding total concentration limits listed in 2.1.A.4.b. Test according to methodology listed below. Measure base product concentration levels prior to anti-freeze or chemical adulterant addition.
- b. Chemical contaminant limit stated as parts per million (ppm).

Chemical	Concentration (ppm)
Phosphorus	25.00
Arsenic	5.00
Copper	0.20
Lead	1.00
Mercury	0.05
Cadmium	0.20
Barium	10.00
Selenium	5.00
Zinc	10.00

- c. Chemical constituent test methods:

- 1) Total phosphorus as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF. Total phosphorus shall be determined upon a 1% test solution. The Total Phosphorus value determined from the 1% solution is the value to be reported without being calculated for the dilution. The test solution should be prepared by placing 10 ml of sample into 500 ml of ASTM D1193 Type II distilled water contained in a 1 L volumetric flask to which 2.5 ml 1 + 1 sulfuric acid has been added. Swirl the contents and make up to 1000 ml with distilled water.

ATTACHMENT C: ITEMIZED PRICE LIST

REGION ONE

No belly dumps are to be used in delivery of material to any stations in Region One.

STA	LOCATION	DELIVERY		STOCKPILE		UNIT PRICE
		TYPE	TONS	METHOD	METHOD	
1421 2057 W 1800	Clinton	B 3000		2	3	<u>\$ 17.70/ton</u>
1422	Ogden 1445 Wall Ave	B 3000		2	3	<u>\$ 17.72/ton</u>
1423	Brigham 1325 W Hwy 90	B 1725		2	3	<u>\$ 19.46/ton</u>
1424	Clearfield 1555 E 700 S	B 3000		2	3	<u>\$ 17.43/ton</u>
1424	Clearfield 1555 E 700 S	C 3000		2	3	<u>\$ 17.43/ton</u>
1425	Huntsville 9900 E Hwy 39	B 2950		2	3	<u>\$ 19.37/ton</u>
1426	Morgan 600 E 100 N	B 1860		2	3	<u>\$ 19.06/ton</u>
1426	Morgan 600 E 100 N	C 1860		2	3	<u>\$ 19.06/ton</u>
1427	Centerville 1250 W 1100 N	B 3000		2	3	<u>\$ 14.17/ton</u>
1427	Centerville 1250 W 1100 N	C 3000		2	3	<u>\$ 14.17/ton</u>
1431	Snowville 28525 W 25600 N	B 950		2	3	<u>\$ 28.11/ton</u>
1431A	Park Valley SR-30 MP 64.8	B 500		2	3	<u>\$ 31.20/ton</u>
1432	Bothwell 8769 W 12000 N	B 1000		2	3	<u>\$ 22.30/ton</u>

1433	Riverside 15400 N 6000 W	B 1625	2	3	<u>\$ 22.30/ton</u>
1435	Wellsville 1050 S Center St	B 1550	2	3	<u>\$ 22.30/ton</u>
1436	Logan 730 W 200 N	B 1400	2	3	<u>\$ 24.34/ton</u>
1436A	Richmond 930 N 200 W	B 400	2	3	<u>\$ 25.90/ton</u>
1437	Laketown 390 E Bearlake Blvd.	B 1000	2	3	<u>\$ 31.70/ton</u>
1437A	Randolph 140 N Main St	B 750	2	3	<u>\$ 30.06/ton</u>
1448	Sardine Summit Hwy 91/89 MP 10	B 1600	2	3	<u>\$ 20.25/ton</u>

F. O B. PLANT PICK UP	A 200	<u>\$ 10.00/ton</u>
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F. O B. PLANT PICK UP	B 500	<u>\$ 13.00/ton</u>
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F. O B. PLANT PICK UP	C 500	<u>\$ 13.00/ton</u>
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REGION TWO						
STA	LOCATION	DELIVERY		STOCKPILE		UNIT PRICE
		TYPE	TONS	METHOD	METHOD	
2421	Wendover 303 E Frontage Rd	C 1000		3	2	<u>\$ 17.58/ton</u>
2421	Wendover I-80 MP 41	C 500		3	1	<u>\$ 15.65/ton</u>
2421	Wendover I-80 MP 60	C 500		3	1	<u>\$ 13.42/ton</u>
2422	Grantsville 665 W Main	C 2000		3	1	<u>\$ 11.50/ton</u>
2423	Tooele 999 S Coleman St	C 2000		3	1	<u>\$ 12.47/ton</u>
2423A	Rush Valley SR-36 at SR-73 Jct	C 1500		3	1	<u>\$ 13.35/ton</u>
2424	Salt Lake West 5791 W 2100 S	C 2500		3	2	<u>\$ 12.80/ton</u>
2434	Parley's Cyn SR-65 MP 0.5	C 8000		2	3	<u>\$ 14.25/ton</u>
2435	C Lamar Richins US-40 MP 2	C 11,000		2	3	<u>\$ 16.16/ton</u>
2437	Kamas 290 E 400 S	C 7500		2	3	<u>\$ 17.97/ton</u>
2438	Echo I-80 MP 169	C 5500		2	3	<u>\$ 18.97/ton</u>
F. O B. PLANT PICK UP		A 200				<u>\$ 10.00/ton</u>
F. O B. PLANT PICK UP		B 200				<u>\$ 13.00/ton</u>
F. O B. PLANT PICK UP		C 500				<u>\$ 13.00/ton</u>

REGION THREE

STA	LOCATION	DELIVERY		STOCKPILE		UNIT PRICE
		TYPE	TONS	METHOD	METHOD	
3423	Lehi 2760 N Frontage Rd	C 1500		2	3	<u>\$ 17.50/ton</u>
3431	Heber 990 S Main	B 500		2	3	<u>\$ 18.16/ton</u>
3431	Heber 990 S Main	C 500		2	3	<u>\$ 18.16/ton</u>
3433A	Pinion Ridge US-40 MP 70.5	B 500		2	3	<u>\$ 29.32/ton</u>
3434	Duchesne 8225 S 21510 W	B 500		2	3	<u>\$ 29.20/ton</u>
3434A	Duchesne US-191 MP 276.5	B 500		2	3	<u>\$ 31.00/ton</u>
3436	Manila 200 E 400 N	B 500		2	3	<u>\$ 34.60/ton</u>
3437A	Greendale Jct SR 44 MP 0.5	B 500		2	3	<u>\$ 38.80/ton</u>
F. O B. PLANT PICK UP		A 200				<u>\$10.00/ton</u>
F. O B. PLANT PICK UP		B 500				<u>\$13.00/ton</u>
F. O B. PLANT PICK UP		C 500				<u>\$13.00/ton</u>

CEDAR DISTRICT

STA	LOCATION	DELIVERY TYPE TONS	STOCKPILE METHOD	METHOD	UNIT PRICE
4535	Delta SR 257 MP 69.4	B 800	3	3	<u>\$ 23.00/ton</u>
4535	Delta SR 257 MP 69.4	C 800	3	3	<u>\$ 23.00/ton</u>
	F. O B. PLANT PICK UP	A 200			<u>\$10.00/ton</u>
	F. O B. PLANT PICK UP	B 200			<u>\$13.00/ton</u>
	F. O B. PLANT PICK UP	C 500			<u>\$13.00/ton</u>

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT ACCEPTANCE:** At the time the bid form is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature, if awarded the contract. When signed by the Division of Purchasing/General Services and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.
2. **CONTRACT INCLUSION:** The bid document, its terms and conditions as well as any counter offers which are accepted/acceptable to the State, shall be incorporated into and by reference become a part of this contract.
3. **QUANTITY OR AMOUNT ESTIMATES:** This is a requirements contract with the State. Estimated contract amounts/quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.
4. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.
5. **INVOICING:** THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILL OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

The Contractor shall submit invoices to the Utah Department of Transportation, to the appropriate Region and Districts ordering the material (See attached list).

6. **NON-ASSIGNMENT:** The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.
7. **NON-COMPETE CLAUSE:** The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide the specified notice to the Contractor.

8. **LICENSING:** The Contractor agrees to secure and maintain all necessary licenses, permits and bonds that may be required by the State or local authorities to perform said services.
9. **DELIVERY:** Delivery of Sodium Chloride is to be coordinated with each Region Maintenance Engineer or a designated Agent. First order quantities of material shall be delivered to the stockpiles by October 31, and all other quantities shall be ordered on an as needed basis. If first delivery of product are not delivered by the October 31 date, the Department may obtain material from second low bid. The Contractor agrees to deliver the complete order not more than two working (2) days after receipt of each verbal or written order.

Sodium Chloride is to be delivered to each stockpile location, unless otherwise designated by a Department representative, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except State holidays. Each delivery shall have a certified weight ticket--mechanically stamped--with the weight of the delivery truck empty, the weight of the truck loaded, and the quantity delivered. When a truck is making multiple deliveries, only one tare weight is necessary for shipments made for a twenty-four hour period.

Each ticket shall be signed by the person actually weighing the unit and his signature shall constitute certification of the load and truck being weighed. Each weight ticket shall identify the truck by a displayed number on the truck or the license number of the truck. If a pup is used, it shall be weighed separate from the end dump truck and shall indicate all information required for truck weight tickets.

The Contractor shall certify the product being delivered complies to the specifications of material being delivered. Any load exceeding legal load restrictions shall not be accepted.

10. **NON-COMPLIANCE:** Any Type A or B sodium chloride not usable for normal highway use due to lumping or for other reasons shall be replaced by the Contractor within ten (10) days of notice of non-compliance.

In the event that the Contractor at any time during contract period does not supply, as specified in the agreement, the State reserves the right to obtain the material from the next low responsive responsible bidder. The costs in excess of the Contractor's bid price shall be the responsibility of the Contractor or the Contractor's performance bond.

Type C salt which is not usable for highway salting operation due to lumping or other reasons shall be replaced by the Contractor, or treated in the stockpile with a sufficient concentration of chemical additives to render it useful within five (5) days after notice of non-compliance.

Type D salt which is not usable for highway salting operation due to not meeting the melting power, total melt and active temperature shall be replaced by the Contractor, or

treated in the stockpile with a sufficient concentration of chemical additives to render it useful within five (5) days after notice of non-compliance.

11. **INABILITY TO DELIVERY:** In the event that the Contractor at any time during contract period does not supply, as specified in the agreement, the State reserves the right to obtain the material from the next low responsive responsible bidder. The costs in excess of the Contractor's bid price shall be the responsibility of the Contractor or the Contractor's performance bond.
12. **PERFORMANCE BOND:** The Contractor shall provide a performance-payment bond or cashier's check amounting to fifteen percent (15%) of the bid amount guaranteeing performance, product and payment.

UTAH DEPARTMENT OF TRANSPORTATION

INVOICE ADDRESSES

Sodium Chloride to be invoiced to the Regions as follows:

REGION ONE

166 West Southwell Street
Ogden, Utah 84404 (801) 620-1600

REGION TWO

2010 South 2760 West
Salt Lake City, Utah 84104 (801) 975-4900

REGION THREE

658 North 1500 West
Orem, Utah 84057 (801) 227-8000

All invoices for Richfield District, Price District and Cedar City District shall be invoiced as follows:

REGION FOUR

708 South 100 West
Richfield, Utah 84701 (435) 893-4799 Ext.733